



DEFENSE LOGISTICS AGENCY
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DLAR 8000.8
AR 715-23
SECNAVINST 4355.21
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DCAAR 5030.15

DLA-AO

DLA REGULATION
NO. 8000.8

24 Jul 90

PERFORMANCE OF CONTRACT ADMINISTRATION AND AUDIT SERVICES ON DIRECT COMMERCIAL CONTRACTS OF FOREIGN GOVERNMENTS OR INTERNATIONAL ORGANIZATIONS (RCS DD-P&L(A)1643)

(Supplementation is permitted by Defense Contract Management Region (DCMR) New York.)

I. PURPOSE AND SCOPE

A. To implement Department of Defense (DoD) Federal Acquisition Regulation Supplement (DFARS), 42.102; assign responsibilities; and provide procedures for processing requests for performance of contract administration and audit services on direct commercial contracts placed with United States producers by eligible foreign governments or international organizations (hereafter called foreign customer(s)).

B. This joint regulation is applicable to Headquarters, Defense Logistics Agency (HQ DLA), Defense Contract Management Command, Defense Contract Management Area Operations, Defense Plant Representative Offices, DoD Central Control Point (CCP) at DCMR New York, Army, Navy, and Air Force and Defense Contract Audit Agency (DCAA). It has been coordinated with and concurred in by the Military Services and DCAA.

II. DEFINITIONS

A. Cognizant Audit Office. The mobile or resident DCAA office responsible for conducting contract audits for the Department of Defense at a particular contractor location, as listed in DCAA Publication 5100.1, Directory of DCAA Offices.

B. Cognizant Contract Administration (CA) Office. The office is listed in DoD 4105.59-H, DoD Directory of Contract Administration Services Components.

C. Direct Commercial Contract. The contracting for defense supplies in the United States by a foreign customer or its contractor through commercial channels for use by the foreign customer.

D. Eligible Foreign Customers. A current list of eligible foreign customers is in DoD 5105.38-M, Security Assistance Management Manual, chapter 7, table 702-5, which is maintained by the Defense Security Assistance Agency (DSAA).

E. Finance Office. As used in this regulation, the term refers to the accounting and finance office of the Military Services, DCAA, or DLA which performs such services in support of the performing offices.

III. BACKGROUND

A. DFARS 42.102 assigns to DLA the responsibility for designating a DoDCCP to receive and process requests from foreign customers for the performance of CA/audit services on direct commercial contracts. DCMR New York is designated the DoDCCP. Upon request of the foreign customer, the DoD CA/Audit office performs the requested services on behalf of the foreign customer in accordance with DoD procedures and provisions of the contract or subcontract. In its relationship with the contractor or subcontractor, the DoD CA/audit office represents the foreign customer consistent with the CA/audit functions requested.

B. Eligible foreign governments may request contract administration and audit functions normally provided by DoD CA offices and DCAA auditors. The Contract Administration Services (CAS) functions are listed in FAR 42.302 and include field pricing support, preaward surveys, production surveillance, and quality assurance. The audit services are defined in DoD Directive 5105.36, Defense Contract Audit Agency.

C. This regulation does not affect direct acquisitions by the Department of Supply and Services (Canada) or the responsibility of the Military Services for sale of defense articles or services as arranged separately and directly with the Military Services by eligible foreign customers. Acquisitions which the Military Services agree to provide a foreign customer with program, financial, technical, or administrative assistance are not considered to be under the scope of this regulation.

IV. SIGNIFICANT CHANGES. This revision contains major changes and should be reviewed in its entirety. It has been revised to change the DLAR number, responsibilities and reimbursement and accounting procedures, to include DCAA activities, to provide guidance for CA offices when the contractor is a sales office, and to establish an annual reporting requirement.

V. RESPONSIBILITIES

A. HQ DLA

1. The Chief, Plans, Policies, and Systems Division, Directorate of Contract Management (DLA-AO) will provide technical direction and guidance to the DoDCCP on preparation and management of Foreign Military Sales (FMS) cases, on performance of CAS, and on matters requiring coordination within DoD.

2. The Chief, Accounting and Finance Division, Office of the Comptroller (DLA-CF) will:

a. Notify the DoDCCP of changes in the reimbursement rate and of those foreign customers for which CA/audit services are to be performed without charge.

b. Provide technical direction and guidance to the DoDCCP and DLA activities on the financial management and accounting aspects of this regulation.

3. The Chief, Program and Systems Management Division, Directorate of Quality Assurance (DLA-QR) will provide technical direction and guidance to the DoDCCP on performance of CAS quality assurance (QA) functions and QA matters requiring coordination within DoD.

4. The Chief, Policy Division, Office of Policy and Plans (DLA-LR) will coordinate on all policy matters and special agreements for International Logistics Support.

B. DLA Field Activities

1. The Commander, DCMR New York will direct the performance of the DoDCCP, prepare and implement FMS cases for performance of CA/audit by cognizant CA/audit offices, and use DoD 7290.3-M, Foreign Military Sales Financial Management Manual and the Program Budget and Accounting System (PBAS) in managing such FMS cases.

2. The Commanders, DCMRs will:

a. Direct the performance of CAS for foreign customers at plants under their cognizance.

b. Provide timely acknowledgment of requests for CAS that are transmitted by the DoDCCP and furnish information concerning the requests.

c. Manage individual requests for CAS using the DLA control procedures.

d. Designate a CA office point of contact and provide name/telephone numbers of designee to DoDCCP.

C. The Military Services will:

1. Direct the performance of CAS for foreign customers at plants under their cognizance.

2. Provide timely acknowledgment of requests for CAS that are transmitted by the DoDCCP and furnish information concerning the requests.

3. Manage individual requests for CAS using their respective control procedures.

4. Designate a CA office point of contact and provide name/telephone numbers of current designee to DoDCCP.

D. The Director, DCAA will:

1. Direct the performance of audit services for foreign customers.
2. Provide timely acknowledgment of requests for audit.
3. Manage individual requests for audit using their control procedures.
4. Designate a HQ DCAA contact point and provide name/telephone numbers of current designee to DoDCCP.

VI. PROCEDURES

A. Preparation of DD Form 1513, United States Department of Defense Offer and Acceptance (FMS Case) by the DoDCCP

1. Upon receipt by the DoDCCP of a request for an FMS case from a foreign customer, the request will be reviewed to determine its eligibility and validity and be reported to DSAA for inclusion in FMS case data base. A record will be maintained of the status of each FMS case as it is processed for acceptance.
2. General instructions for preparing DD Form 1513 and related reports are in DoD 5105.38-M.
3. A DD Form 1513 will be prepared by the DoDCCP to establish a blanket order FMS case between the foreign customer and the U.S. Government for performance of CA/audit services. The DD Form 1513 will establish an estimated dollar value against which individual requests can be placed throughout a specified ordering period. The ordering period may be up to 2 years duration, provided the total value of the case does not exceed \$5 million, unless an exception is specifically approved by DSAA. The DoDCCP may also prepare a DD Form 1513 to respond to a foreign customer's request for services that are applicable to a specific contract. The DD Form 1513 will contain in block 13, a case line for "Contract Administration/Audit Services on Direct Commercial Contracts." The following provision will be included: (Individual requests for services are subject to acceptance by the cognizant DoD CA/Audit office responsible for performance and will be performed in accordance with DoD procedures.)

Funds for travel (transportation and per diem) will be included in the case when specifically requested. The value of the DD Form 1513 will be a best estimate for the cost of the services to be provided or a specific dollar value stipulated by the foreign customer. In formulating the best estimate to support a specific contract, the DoDCCP will contact the cognizant performing office which will then provide an estimate for their effort and anticipated effort at subcontract level when appropriate.

4. The FMS case designators assigned to identify each FMS case (DD Form 1513) will begin with an alpha character "C" to avoid conflict with FMS cases originated by other DLA activities. Prior to submitting DD Form 1513 to DSAA for countersignature, it will be entered into the PBAS.

5. The DD Form 1513 in the appropriate number of copies will be forwarded directly to the DSAA Comptroller, The Pentagon, Washington, DC 20301-2800, ATTN: FMS Control Division, for countersignature. Countersigned copies of the DD Form 1513 will be returned by DSAA for release to the foreign customer for acceptance.

6. Upon acceptance of DD Form 1513 by the foreign customer and receipt of funding authorization from the Security Assistance Accounting Center (SAAC), the DoDCCP will implement the FMS case by accepting individual foreign customer requests for services (DLA Form 929, Request for Contract Administration and/or Contract Audit Services, or approved NATO or equivalent national form).

7. The PBAS will be used for financial reporting purposes to manage the FMS case until it is closed. The DoDCCP will maintain controls necessary to alert a foreign customer when the value of services may exceed the value of the FMS case. The DoDCCP, as case manager, must continuously evaluate the overall financial and work performance status of the FMS case, and determine that sufficient funds are available to complete work, initiate an increase in the case dollar value or change of the payment schedule, stop accepting new requests for services to assure that adequate funds are available to complete individual requests in process, or stop work on specific requests in process as a last resort.

Case closure will be in accordance with the procedures outlined in DoD 7290.3-M and DLAR 4140.36, Defense Security Assistance, enclosure 2.

B. Processing Requests by the DoDCCP

1. Foreign customers requesting services will submit four copies of DLA Form 929 except as noted in subparagraph 2 below and four copies of the contract or contractor proposal in English. This form may be obtained from the DoDCCP.

2. North Atlantic Treaty Organization (NATO) countries and organizations requesting Government contract quality assurance may send an original and three copies of the unnumbered NATO form (Annex A), Request for Quality Assurance, prescribed by NATO Standardization Agreement, STANAG 4107, Mutual Acceptance of Government Quality Assurance (enclosure 1) or equivalent national form. The contract and request for support will identify the applicable Allied Quality Assurance Publications (AQAPs). A matrix of the AQAPs and the similar U.S. documents is provided as enclosure 2. Four copies of the contract in English will also be submitted. When other than quality assurance is desired, DLA Form 929 may be used as prescribed in subparagraph 1 above.

3. The request will be reviewed to assure that all necessary information is included. The contract will be reviewed to assure that the contract includes sufficient provisions to perform requested CA/audit functions and does not obligate the performance of unexecutable tasks. If necessary information is missing, such as the required number of copies of the request or contract in the English language, adequate description of requested functions, proper description of the supplies, contract access clause to permit DoD performance of services, or quality assurance (QA) requirement, the foreign customer will be requested to furnish the missing documents or information. For requests dated more than 45 days prior to receipt, the DoDCCP will notify the foreign customer of the date the request was received and that it is being processed.

4. If a request is received pertaining to a foreign classified contract involving material that has been classified by either the United States or the foreign

customer, the DoDCCP will immediately notify the Defense Investigative Service cognizant security office so that the requirements of DoD 5220.22-R, Industrial Security Regulation, can be met.

5. A control number will be assigned to the request and a DLA Form 1793, Contract Administration and/or Contract Audit Services Request Transmittal, will be generated.

a. For reimbursable requests for services, the control number will consist of the identifying symbol (i.e., Foreign Contract Administration Services (FCAS)), a two character country or organization code (as specified in DoD 5105.38-M), an "R" to identify DLA as the FMS case preparer, a three character FMS case designator, and a series of three numbers for identifying each request from a foreign customer, e.g., FCAS-AT-R-CBC-001. Each request from a foreign customer will be numbered serially beginning with 001 for the first request received beginning with the implementation of each FMS case. To assure positive identification of each request, the control number will be placed on all copies of the request, the transmittal, the first page of the contract or purchase order, and other documents pertaining to the request.

b. Requests for services received from foreign customers which have entered into a reciprocal agreement with DoD will be performed without charge. DoD 5105.38-M provides guidance concerning the reciprocal agreements and the functions to be performed without charge. These requests will be numbered, controlled, accepted and acknowledged to the foreign customer. The control number will consist of the identifying symbol (FCAS No Charge (NC)), the two character country/organization code (as specified in DoD 5105.38-M), a series of three numbers for identifying each request from a foreign customer, and two digits to identify the last two numbers of the fiscal year in which the request was received, e.g., FCAS-NC-GY-001-87. Each request will be numbered serially beginning with 001 for the first request received beginning each fiscal year. The DoDCCP will mark these requests "Non-Reimbursable." The foreign customer is informed that service was performed upon receipt of the unnumbered NATO form, Certificate of Conformity

(annex B), or DD Form 250, Material Inspection and Receiving Report for non-NATO country or organization.

6. For reimbursable requests, the DoDCCP will obligate an initial amount of funds to provide authorization to the performing CA or audit office to begin work. The initial amount of funds will approximate 0.5 percent of the contract price or at least 10 man-hours of effort. This obligation will take place at the time the DLA Form 1793 is generated and certified as to funds availability by the DoDCCP. The initial obligation will not be exceeded and applies to the prime CA and audit office only. An obligation in the amount of at least 10 man-hours for each supporting CA or audit office will also be established by the DoDCCP upon receipt of DLA Form 1793 identifying a CA or audit offices as prescribed in subparagraph D3 below in order that work may begin, if necessary.

7. The DoDCCP will then transmit two copies of the foreign customer's request and associated documentation to the cognizant CA office listed in DoD 4105.59-H or audit office listed in DCAA Directory (DCAAP 5100.1). An original and two copies of DLA Form 1793 will be used to forward the request. Should the foreign customer be eligible for services performed without charge, this waiver will be noted on DLA Form 1793. The form contains block 6 in which the DoDCCP will note any clarifying information concerning the request.

C. Action on Requests by the Cognizant CA or Audit Office

1. The first action is to determine whether the requested services can be performed. The DLA Form 1793 must then be completed indicating acknowledgment in block 9, and, where reimbursable, an estimate of the hours of services to be performed in block 13, the funding appropriation symbol in block 14, and a document control number in block 16. The cognizant CA or audit office must return one copy of DLA Form 1793 to the DoDCCP by the suspense date shown in block 1. A copy of the form must also be sent to the finance office supporting the cognizant CA or audit office. If the service cannot be performed,

the reasons and justification must be thoroughly documented on the DLA Form 1793.

2. Performance of services on all nonreimbursable requests may begin upon acknowledgment of DLA Form 1793 to the DoDCCP.

3. Requests for field pricing/audit review will be initially directed to the cognizant CA office. Referral to the cognizant audit office will be indicated in block 10a, one copy of the DLA Form 1793 will be returned to the DoDCCP and one copy will accompany the request for audit assistance to the cognizant audit office. The cognizant audit office receiving such requests must return a completed copy of the DLA Form 1793 to the DoDCCP within 15 calendar days of the date in block 17, Date Returned, on the original DLA Form 1793. This includes an acknowledgment, and, where reimbursable, an estimate of hours, a funding appropriation symbol and document control number. In block 9, also indicate the estimated date of completion of the review. The cognizant audit office must also send a copy of the DLA Form 1793 to their finance office to notify them of the request. The audit office will perform the requested service and record and report man-hours and additional costs in the manner prescribed in subparagraphs C5 and 8 below. Performance of audit services may begin upon receipt of the DLA Form 1793 from the DoDCCP certifying funds availability as prescribed in subparagraph B6 above. Upon completion, all pricing/audit reports will be forwarded to the foreign customer via the DoDCCP.

4. The cognizant CA office must immediately notify the DoDCCP of supporting CA offices that are requested to perform CA on subcontract(s) by completing blocks 10a through 12b and returning the DLA Form 1793 to the DoDCCP. The cognizant CA office will request contract quality assurance at the subcontract level in accordance with section V, part 1 of DLAM 8200.1/AR 702-4/SECNAVINST 4355.16/AFR 74-15/MCO P4855.4A, Procurement Quality Assurance. The cognizant CA office must also furnish the other CA office(s) a copy of the DLA Form 1793 and a copy of the documents pertaining to the request at the same time the DLA Form 1793 is returned to the DoDCCP. The supporting CA office(s) receiving such requests

must return a completed copy of the DLA Form 1793 to the DoDCCP within 15 calendar days of the date in block 17, Date Returned, on the original DLA Form 1793. This includes an acknowledgment, and, if reimbursable, an estimate of hours, funding appropriation symbol and document control number. The supporting CA office(s) must also send a copy of the DLA Form 1793 to their finance office to notify them of the request. The supporting CA office(s) will perform the requested service and record and report man-hours and additional costs in the same manner as prescribed in subparagraphs C5 and 8 below. Performance of supporting CA may begin upon receipt of the DLA Form 1793 from the DoDCCP certifying funds availability as prescribed in subparagraph B6 above.

5. The estimated hours of services to be performed must be provided to the DoDCCP for reimbursable requests so that sufficient funds are available to support the request. If funds are available, the DoDCCP will so certify on the returned DLA Form 1793, notify the prime and supporting CA/audit offices by returning a copy of the certified DLA Form 1793 and sending a copy to the finance office supporting the cognizant CA/audit office, which will record the DLA Form 1793 as a reimbursable order in the local accounting system.

6. If at any time prime and/or supporting CA/audit offices determine that the hours to be expended during the course of contract performance will exceed the funds obligated, a revised estimate must be sent to the DoDCCP. The obligated funds cannot be exceeded before receipt of certification of funds availability for the revised estimate from the DoDCCP. The importance of this action cannot be overemphasized as the DoDCCP FMS case manager must continuously evaluate the overall financial and work status of the FMS case and must take action to assure availability of funds in accordance with subparagraph A7 above.

7. In performing CA/audit services, DoD policies and procedures, the terms of the contract and the instructions in the request from the foreign customer (when consistent with DoD procedures) must be complied with. The terms of STANAG 4107 must also be complied with, where applicable, when

the request is from a NATO country or organization. STANAG 4107 requires the preparation and submission of the unnumbered NATO form, Certificate of Conformity (annex B), or a comparable form, to signify that the supplies conform to contractual requirements. Instructions for distribution of the Certificate of Conformity will be contained in the unnumbered NATO form, Request for Quality Assurance (annex A). QA services will not normally include the act of acceptance. STANAG 4107 also contains instructions regarding deviations and waivers and the submission of a Quality Assurance Advisory Report (annex C). Lack of necessary test equipment and consistent failure of the contractor to conform to contractual requirements are examples of the conditions under which the Quality Assurance Advisory Report would be submitted. All such reports will be forwarded via the DoDCCP. When the NATO (STANAG 4107, paragraph 16) or foreign customer finds defects after the material has been received and requests assistance in the investigation of such defects, the cognizant CA office investigation must be thorough and a reply must be provided to the DoDCCP in a timely manner. For a product quality deficiency which may cause death, injury, or severe occupational illnesses; would cause loss or major damage to a weapon system; or which directly restricts the combat readiness capability of the NATO or foreign customer, an interim or final reply should be provided to the DoDCCP within 20 calendar days after receipt of the request for investigation unless an earlier suspense date is mutually established. An interim or final reply on all other product quality deficiencies should be provided to the DoDCCP within 60 calendar days after receipt of the request for investigation. A projected final reply date should be provided for any interim replies. The following items should be addressed in each reply: cause of reported deficiency; corrective action taken by the contractor to prevent recurrence; corrective action taken by the CAS in-plant QA personnel; evaluation of impact on any current production and related corrective action effectivity; and contractor's position regarding repair/replacement. The need to request an exhibit from the customer should be carefully and promptly evaluated.

If an exhibit is essential, request it from the customer as soon as the need is known but not later than 30 calendar days after the request for investigation was received.

8. The man-hours and additional costs incurred will be reported to the finance office of the CA or audit office that performed the services in accordance with respective Military Service, DCAA and DLA internal reporting procedures. Each supporting finance office will report costs incurred and obtain reimbursement as prescribed in subparagraph E below.

9. A foreign customer's direct commercial contracts with sales offices in the U.S. often contain requirements for an inspection system in accordance with MIL-I-45208A (or AQAP-4) or a quality program in accordance with MIL-Q-9858A (or AQAP-1). The foreign customers intend for these requirements to apply only to the actual contract performance locations (including subcontractors) and not at the prime contractor's sales office. In order not to delay the performance of quality assurance on these types of contracts, Quality Assurance Representatives (QARs) cognizant of the prime contractor's sales office will request quality assurance at the subcontract level (contract performance locations) in accordance with subparagraph C4 of this regulation. The QAR at the prime contractor's sales office will ensure that the prime contractor's purchase order/subcontract contains (flows down) the contractually required inspection system or quality program requirements, tailored as appropriate, as well as an appropriate access clause. The QAR at the prime contractor's sales office should only reject foreign customer requests if the prime contractor refuses to flow down these requirements and/or refuses to include an appropriate access clause. This guidance will be followed at the first tier subcontractor's facility and at each subtier level until the actual contract performance location is reached.

10. Contractors occasionally receive foreign orders that call for U.S. Government inspection before the cognizant CA office receives an official request for QA services. If it is necessary to perform inspection on such an order before the official request is received, assurance must be obtained that the request

for inspection on the foreign order is valid. The validity of the request may be traced through a reference on the order to an applicable formal agreement; otherwise, assurance of the validity of the request must be obtained from the DoDCCP.

11. DD Form 1716, Contract Data Package Recommendation/Deficiency Report, will be forwarded via the DoDCCP when required. Those related to FMS credit funded contracts will be provided to DSAA by the DoDCCP.

D. Acknowledging the Request to the Foreign Customer

1. The DoDCCP will review the DLA Form 1793 returned by the cognizant CA/audit office. If the form indicates that no other CA/audit offices have been requested to perform services, the request will be acknowledged immediately to the foreign customer. For reimbursable requests, the DoDCCP must certify funds availability before acknowledging acceptance to the foreign customer. Block 9 of the DLA Form 929 will be completed by the DoDCCP indicating that the request can be performed and the estimated hours of effort to be incurred in the support, or that the request cannot be performed and the reason. When quality assurance only is requested by NATO countries or organizations, the "Decision" section of the unnumbered NATO form, Request for Quality Assurance, will be completed indicating an estimate of the cost of the effort and returned. Neither block 9 of DLA Form 929 nor the "Decision" section of the unnumbered NATO form, Request for Quality Assurance, are to be completed by CA/audit offices performing the services.

2. If other CA/audit offices have been requested to perform services, the DoDCCP will place the DLA Form 1793 in suspense until responses are received from these offices. After all of the responses have been received, the DoDCCP will acknowledge the request as indicated in subparagraph 1 above.

E. Accounting for CA/Audit Services Performed

1. For reimbursable requests for services, the DoDCCP will adjust obligations in its accounting system based upon the estimated hours stated on

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returned DLA Form 1793. The DoDCCP will recertify fund availability and forward a copy of the certified DLA Form 1793 to the performing CA/audit office and the supporting finance office.

2. On a monthly basis, the finance office for each performing CA/audit office will prepare a one-sided SF 1080, Voucher for Transfers between Appropriation and/or Funds, for each request for which services were performed during the month, and mail it to the DoDCCP. The SF 1080 will indicate:

- Month and year services were performed.
- Address of billing finance office.
- Name of foreign government or international organization.
- Dollar amount billed.
- Number of hours of work performed.
- FMS hourly billing rate.
- Operating funds that financed the CA/audit performance.
- Amount collected for the unfunded civilian retirement.

The SF 1080 will have an attached supporting document that breaks out the charges of the requests (FCAS Request Control Number) by country and FMS case. Upon receipt of the SF 1080 the DoDCCP will record the hours into its accounting system which will automatically check to verify that the hours on the SF 1080 are less than or equal to the hours on the certified DLA Form 1793.

a. For cases where the hours on the SF 1080 are less than or equal to the certified hours on the DLA Form 1793, the DoDCCP will record the expenditure in the Accounting System and execute an Expenditure Authority (EA) transaction in the PBAS. The day after execution of an EA transaction an Expenditure Authority Issue Document (EAID) will be generated from the PBAS. The DoDCCP, using the information on the EAID, will complete the "Office Charged" section of the SF 1080. The information to be cited:

FMS Trust Accounting Classification:

97-11-X-8242.XXOR 49 XXX XXX S30360

- 97: Department
- 11: Executive Agency
- X: Fiscal Year -- Constant "X"
- 8242: FMS Trust Fund
- XX: FMS Country Identifier
- OR: Implementing Agency DLA
- 49: Operating Agency
- XXX: FMS Case Designator
- XXX: FMS Line Number
- S30360: Fiscal Station Number of DCMR
New York

DOV Number

EAID Number

Amount of Expenditure/Reimbursement

b. The DoDCCP will process the completed SF 1080 through the official accounting records as a Transaction for Others (TFO). A copy of the completed SF 1080 will be sent to the submitting finance office.

c. When the hours on the SF 1080 exceed the estimated hours on the DLA Form 1793 the DoDCCP will request a verification of the SF 1080 by the cognizant finance office. The results of this request must be provided to the DoDCCP within 15 days. If the review reveals that effort was expended in excess of the certified obligation, the cognizant CA or audit office must submit a revised DLA Form 1793, indicating the revised estimated effort necessary for performance on the request. The DoDCCP will determine if there are sufficient unobligated funds in the case to cover the funds violation. If so, the DoDCCP will certify availability of funds for the revised estimate and process the expenditure. If there are insufficient funds to cover the expenditure, reimbursement will only be made up to the obligated amount. At that time, the DoDCCP will initiate action to modify the financial requirements of the FMS case.

3. When work has been completed on a specific FCAS delegation, the SF 1080 will be annotated by the submitting finance office as a Final Billing. This will inform the DoDCCP that a specific request is complete and advise the foreign customer that the

work on a specific request is complete via the quarterly billing statement and detailed delivery listing issued by Security Assistance Accounting Center (SAAC).

4. As a result of an EA pull, the PBAS will automatically create an FMS Detailed Billing Report (DD Comp (M)1517 Report) and transmit it to the SAAC where the reports are used to update their country records. After completion of the SAAC update, SAAC will provide the DoDCCP with a Command Pay List to reconcile with the EA pulled by the DoDCCP. The FMS case can be closed upon completion of work initiated against the case.

5. The DoDCCP will maintain records of receipt and completion of reimbursable requests for services for 3 years after completion of performance. DoDCCP records will be retained and disposed of in accordance with DLAM 5015.1, Files Maintenance and Disposition.

6. Pricing of direct labor will be in terms of whole hours only. Thirty minutes or more will be considered as 1 hour, and less than 30 minutes will be ignored. However, a minimum of 1 hour of direct labor will be charged for each request.

BY ORDER OF THE DIRECTOR

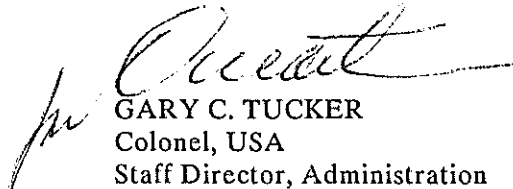
3 Encl

1. NATO Standardization Agreement (STANAG) 4107
2. NATO Allied Quality Assurance Publications
3. Report Format

F. Foreign Government CAS Reporting Requirement

1. The DoDCCP will maintain records of receipt and completion of requests performed without charge for 3 years after the year in which completed for purposes of review by either party to the reciprocal agreement. Where contract delivery dates cannot be readily determined, contract completion will be estimated at 6 months. DoDCCP records will be retained and disposed of in accordance with DLAM 5015.1.

2. The DoDCCP will report by calendar year the number of requests and CAS functions performed in the United States for each foreign government in accordance with format at enclosure 3. The report will be submitted by 15 February of each year to the Director, Foreign Contracting, Office of Assistant Secretary of Defense (Production and Logistics) with a copy to DLA-AO. Report Control Symbol Number DD-P&L(A)1634 shall be used for reporting this information.


GARY C. TUCKER
Colonel, USA
Staff Director, Administration

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NORTH ATLANTIC TREATY ORGANIZATION
ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD

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DCAAR 5030.15

MAS/142-MMS/4107

26 June 1986

To : See distribution list overleaf

Subject : STANAG 4107 MMS (EDITION 5) - MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE

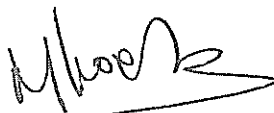
References : a. MAS/23-MMS/4107 dated 1 February 1982 (Edition 4)
b. AC/250-D/164 dated 8 November 1985
(Edition 5)(1st draft)

Enclosure : STANAG 4107 (Edition 5)

1. The enclosed NATO Standardisation Agreement which has been ratified by nations as reflected in page iii is promulgated herewith.
2. The references listed above are to be destroyed in accordance with local document destruction procedures.
3. AAP-4 should be amended to reflect the latest status of the STANAG.

ACTION BY NATIONAL STAFFS

4. National staffs are requested to examine page iii of the STANAG and, if they have not already done so, to advise the Defence Support Division through their national delegation as appropriate of their intention regarding its ratification and implementation.



M. KORKOLIS
Major-General, HEAR
Chairman MAS

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Encl 1
DLAR 8000.8
AR 715-23
SECNAVINST 4355.21
AFR 400.22, DCAAR 5030.15

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DISTRIBUTION

Action : All MODs through Members of the Air Board, MAS

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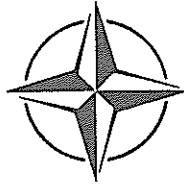
3041 -2-

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STANAG 4107	Encl 1
(Edition 5)	DLAR 8000.8
	AR 715-23
NAVY/ARMY/AIR	SECNAVINST 4355.21
	AFR 400.22
	DCAAR 5030.15

NORTH ATLANTIC TREATY ORGANIZATION
(NATO)



MILITARY AGENCY FOR STANDARDIZATION
(MAS)

STANDARDIZATION AGREEMENT

SUBJECT: MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE

A handwritten signature in black ink, appearing to read 'M. Korkolis', with a horizontal line underneath it.

Promulgated on 26 June 1986

M. KORKOLIS
Major-General, HEAR
Chairman, MAS

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RECORD OF AMENDMENTS

STANAG 4107

No.	Reference/date of amendment	Date entered	Signature
-----	-----	-----	-----

EXPLANATORY NOTES

AGREEMENT

1. This NATO Standardization Agreement (STANAG) is promulgated by the Chairman MAS under the authority vested in him by the NATO Military Committee.
2. No departure may be made from the agreement without consultation with the tasking authority. Nations may propose changes at any time to the tasking authority where they will be processed in the same manner as the original agreement.
3. Ratifying nations have agreed that national orders, manuals and instructions implementing this STANAG will include a reference to the STANAG number for purposes of identification.

DEFINITIONS

4. Ratification is "The declaration by which a nation formally accepts the content of this Standardization Agreement".
5. Implementation is "The fulfilment by a nation of its obligations under this Standardization Agreement".
6. Reservation is "The stated qualification by a nation which describes that part of this Standardization Agreement which it cannot implement or can implement only with limitations".

RATIFICATION, IMPLEMENTATION AND RESERVATIONS

7. Page iii gives the details of ratification and implementation of this agreement. If no details are shown it signifies that the nation has not yet notified the tasking authority of its intentions. Page iv (and subsequent) gives details of reservations and proprietary rights that have been stated.

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Agreed English/French Texts

NAVY/ARMY /AIR

NATO STANDARDIZATION AGREEMENT

(STANAG)

MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE

- Annexes: A. Quality Assurance Request (Format)
B. Certificate of Conformity
C. Statement of Unsatisfactory Conditions
D. NATO Application to Quality Assurance Authority for Deviation/Waiver
E. National Quality Assurance Authorities
F. Procedural Details essential to the Utilization of STANAG 4107

Related Documents: STANAG 4108. Allied Quality Assurance Publications(AQAPs)

AIM

1. The aim of this Agreement is to set forth the procedures, terms and conditions under which Mutual Government Quality Assurance of military materiel and services is to be performed by the national authority of one NATO country on request to another NATO country, or a NATO organization.

AGREEMENT

2. Participating nations agree that:
- (a) the appropriate national authority in a manufacturing country will provide in its country upon request by the appropriate national authority in a purchasing country or NATO organization a Government Quality Assurance Service to orders in all areas of defence supply services limited by the reservations listed on the pages iv, v and vi and subject to the conditions and definitions contained in this STANAG.
 - (b) nothing contained in this STANAG shall be construed as a limitation to bilateral or multilateral agreements between NATO countries or between NATO countries and NATO organizations, which further and extend the reciprocal utilization of the services of the national authorities beyond the minima specified in this STANAG.

APPLICATION

3. It is agreed that requests for Government Quality Assurance in the manufacturing country will be restricted to those cases where quality cannot be satisfactorily verified after receipt or when Government Quality Assurance at source is considered essential.

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DEFINITIONS

4. The following terms and definitions are used for the purpose of this agreement:

- (a) Government Quality Assurance is the process by which the appropriate national authorities establish confidence that the contractual requirements relating to quality are met.
- (b) Supplier is the manufacturer on whom an order is placed.
- (c) Purchaser is the NATO organization, NATO Government or company placing an order on a supplier.
- (d) Order is the contract placed by the organization or Government or the sub-contract arising therefrom placed by a company on a supplier.

PROCEDURES FOR REQUESTING GOVERNMENT QUALITY ASSURANCE

5.

- (a) A request for Government Quality Assurance shall be forwarded in sufficient time on the form shown in Annex A by the appropriate national authority in the purchasing country or NATO organization (hereinafter called the Delegator) to the appropriate national authority in the manufacturing country (hereinafter called the Delegatee), a list of which is attached as Annex E.
- (b) Such a request shall contain all pertinent information including but not limited to, the name and address to which technical communication should be forwarded, special requirements with regard to certificates, etc.
- (c) Further, the Delegator shall ensure that the Delegatee is supplied with the required number of copies of the orders, applicable specifications, drawings, specific quality requirement and other documents essential to the performance of the request Government Quality Assurance with translations approved by the contracting parties, if necessary.

ACCEPTANCE OF A REQUEST FOR GOVERNMENT QUALITY ASSURANCE

6.

- (a) On receipt of a request for Government Quality Assurance, the Delegatee shall as the case may be:
 - (1) Accept the request, with or without comments and qualifications and forward to the Delegator such acceptance in writing, or
 - (2) Transfer the request to another authority in his country, informing the Delegator of the action taken, or

N A T O U N C L A S S I F I E D

- (3) Inform the Delegator that the Government Quality Assurance cannot be performed, for reasons stated.

The Delegator shall inform the supplier through the Delegatee when decisions 6(a)(1) or 6(a)(2) are taken.

- (b) If the materiel or services covered by the request require specific Government Quality Assurance activities beyond the capabilities of the Delegatee, special arrangements for these activities will be made.

CONTRACTUAL PROVISIONS

7.

- (a) The order shall contain an appropriate requirement on the supplier which will enable the Delegatee as the authorized representative of the Delegator to have all necessary access and the right to perform the required Quality Assurance, in accordance with his normal or such special procedure as may otherwise be agreed between the Delegator and Delegatee.
- (b) The order shall define the method to be used for any conversion between national units of measurement, e.g. imperial and metric, which may be required in the course of checking and measuring.
- (c) The order shall provide that the supplier (including his sub-contractors) is responsible for maintaining effective control of the quality of materiel and services in accordance with the requirements of the appropriate AQAP.
- (d) The order shall contain any restrictions or special conditions for sub-contracting to third countries.

PROCEDURE FOR GOVERNMENT QUALITY ASSURANCE

8. Having accepted a request for Government Quality Assurance, the delegatee shall implement a Government Quality Assurance programme which includes planning for Government Quality Assurance; evaluation of the contractor's Quality Assurance procedures for compliance with the contractual requirements; verification of the conformity of the materiel or services with contractual requirements; government Quality Assurance arrangements for sub-contracted work, when necessary; provision for the correction of deficiencies; delegatee/delegator communication; procedures for processing deviations and waivers and changes. AQAP-10 provides guidance for the implementation of such a Government Quality Assurance programme. If required, the delegator and delegatee may mutually establish special requirements for the Government Quality Assurance.

NOTIFICATION OF UNSATISFACTORY CONDITIONS

9. If the Delegatee finds that, at any time during the course of the order, he cannot proceed with his function of Government Quality Assurance because of deficiencies in the supplier's system (e.g. required supplier testing cannot be performed because of lack of test facilities, test devices are not in

a known state of calibration, qualification or other engineering approval is not held, etc.) or product (including parts, materials or processes) and such deficiencies are of major importance or will be a cause of excessive delay, the Delegatee will immediately advise the Delegator of these facts using the form shown at Annex C.

CERTIFICATION OF CONFORMITY

10. Certification of conformity shall be notified by the Delegatee to the Delegator for each batch, lot or shipment in the manner prescribed in Annex B or in any equivalent format containing the same minimum information.

RELEASE FOR DELIVERY

11. Release for delivery of materiel and equipment whose quality has been assured by the above procedures shall be given in the manner prescribed in the Delegator's initial request. Normally, release for delivery will be simultaneous with the issue of the Certificate of Conformity.

DEVIATIONS AND WAIVERS

12.

- (a) Prime Contracts. Except where otherwise directed by the Delegator, the Delegatee shall be empowered to grant requests by the supplier for deviation and waivers unless such deviations and waivers will affect safety, reliability, maintainability, interchangeability, storage life, performance, or cost. The Delegator shall be notified of any request granted by the Delegatee.

Those applications for deviations or waivers which are subject to the decisions of the Delegator shall be forwarded by the supplier to the Delegator via the Delegatee using the form shown at Annex D or in any equivalent format containing the same minimum information.

- (b) Sub-Contracts. Requests for deviations and waivers on sub-contracts which cannot be granted by the Delegatee shall be forwarded by the supplier to the purchaser for action in accordance with the requirements of paragraph 12(a).

DELEGATOR'S PARTICIPATION

13. The Delegator shall have the right to visit the supplier concerned during the course of the performance of the contract/sub-contract. Any such visits shall be arranged through the Delegatee who shall have the right to accompany.

COMMUNICATION

14.

- (a) The Delegator shall ensure that the Delegatee is promptly furnished with any amendments, modifications or changes in the documents originally supplied in accordance with paragraph 5(c) above.

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STANAG 4107

- (b) Any correspondence between the Delegator and the supplier, pertaining to Quality Assurance shall be transmitted through the Delegatee.
- (c) Delegatee and Delegator will consult together on any event of an unexpected character which is likely to affect the quality of materiel or services.

CHARGES

15.

- (a) Unless otherwise mutually agreed, Government Quality Assurance shall be performed without charge to the Delegator. It is agreed that the expenses for materiel expended in Government Quality Assurances will be borne by the contracting parties.
- (b) In the event of unusually heavy costs being incurred appropriate charges may be negotiated between the Delegator and the Delegatee.

LIABILITY

16. The fact that the Delegatee has signed a Certificate of Conformity will not relieve the contractor from the responsibility for furnishing supplies that meet all specifications of the contract. In the event that defects are discovered on or subsequent to delivery of materiel and services, no liability shall be attached to the Delegatee. The Delegatee shall, however, assist the Delegator in the investigation of such defects. The Delegator will provide the Delegatee with full description of the defects with supporting evidence, and if possible, sample of the defective parts.

IMPLEMENTATION OF THE AGREEMENT

17. This STANAG is implemented when orders have been issued to the personnel of the Government Quality Assurance Authority to comply with the provisions of this document.

REQUEST FOR QUALITY ASSURANCE DEMANDE D'ASSURANCE DE LA QUALITE Reference: STANAG 4107	Delegator's reference Référence du mandant
1. Issuing Authority (Delegator) Autorité émettrice (Mandant)	2. Forward to (Delegatee) Transmis à (Mandataire)
QUALITY ASSURANCE IS HEREBY REQUESTED IN ACCORDANCE WITH STANAG 4107 FOR ASSURANCE DE LA QUALITE DEMANDEE EN CONFORMITE AVEC LE STANAG 4107 POUR	
3. Government Contract No. Marché officiel No.	4. Purchaser Acheteur
5. Order No. Commande No.	6. Supplier (Name and manufacturing location) Fournisseur (Nom et usine de fabrication)
7. Description and quantity Description et quantité	
8. Special Quality Assurance Requirements (if necessary, attach sheets) Exigences particulières concernant l'assurance de la qualité (joindre une page si nécessaire)	
9. Attached hereto are: Ci-joint : Copies of above order Copies de la commande ci-dessus	10. Special remarks and/or instructions (if necessary, attach sheets) Remarques ou instructions particulières (joindre une page si nécessaire)
11. Technical data and quality assurance requirements Les données techniques et les exigences concernant l'assurance de la qualité <input type="checkbox"/> are attached hereto sont jointes <input type="checkbox"/> will be furnished by the supplier/purchaser seront fournies par le fournisseur/l'acheteur	12. Signature (Delegator) 13. Date Signature (Mandant) 14. Name and title/position (Block Capitals) Nom, titre et fonction (en capitales d'imprimerie)

Decision overleaf/
Décision au verso

ANNEX A to
Annexe A AU
STANAG 4107
(Edition 5)

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D E C I S I O N	
<p>15. The requested Government Quality Assurance will be performed by the activity designated in 17 below and all communication on technical subjects should be addressed to that authority.</p> <p>L'assurance officielle de la qualité demandée sera effectuée par le service désigné au 17 ci-dessous, et toute correspondance d'ordre technique doit être adressée à ce service.</p>	
<p>16. Above request cannot be accepted due to reasons stated in 17 below</p> <p>La demande d'assurance de la qualité ne peut être acceptée pour les raisons énoncées au 17 ci-dessous</p>	
<p>17. Designated activity or reasons for reservations (or non-acceptance) or notice of transfer of request to another national authority</p> <p>Service désigné ou motifs des réserves ou refus ou avis de transmission de la demande à une autre autorité nationale</p>	
<p>18. Delegatee's reference Référence du mandataire</p>	<p>19. Signature (Delegatee) 20. Date Signature (Mandataire)</p>
<p>The addressee in 2 above is requested to complete columns 15-21 and return one copy to the issuing authority (re. 1 above)</p> <p>Le destinataire désigné au 2 ci-dessus est prié de compléter les cases 15 à 21 et de retourner un exemplaire à l'autorité émettrice (1 ci-dessus)</p>	<p>21. Name and title/position (Block capitals)</p> <p>Nom, titre et fonction (en capitales d'imprimerie)</p>

N A T O S A N S C L A S S I F I C A T I O N

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ANNEX B to
ANNEXE B au
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C E R T I F I C A T E O F C O N F O R M I T Y C E R T I F I C A T D E C O N F O R M I T E					
PAGE 1			No. of pages Nombre de pages		
1. Purchaser Acheteur			2. Order reference and date Référence et date de la commande		
			3. Government Contract No. Marché officiel No.		
4. Mailed to (Delegator) Document transmis a (Mandant)			6.a. Shipped to (Consignee) Matériel expédié à (Destinataire)		
5. From (Supplier) Fournisseur			6.b. Shipment number on order Numéro de l'ordre d'expédition		
			<div style="display: flex; justify-content: space-around;"> Partial Partiel Final Total </div>		
<p>7. Certified that apart from the deviations/waivers noted in Box 17 the whole of the supplies detailed below (or the services described below) conform in all respects to the specification(s), drawing(s) and order relative thereto and that the supplies have been inspected and tested in accordance with the conditions and requirements of the order.</p> <p style="margin-top: 10px;">Il est certifié que la totalité des fournitures énumérées ci-dessous (ou les services désignés ci-dessous), en dehors des dérogations ou tolérances notées à la case 17 est (sont) conforme(s) en tous points aux spécifications, tracés et à la commande qui s'y rapportent et que les fournitures ont été vérifiées et soumises aux essais conformément aux conditions et exigences de la commande.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;">Date</div> <div style="width: 35%;">Signature (Supplier) Signature (Fournisseur)</div> <div style="width: 35%;">Name printed Nom en caractères d'imprimerie</div> </div>					
8. Contract Item No. no. d'ordre dans le Marché	9. Stock/Part No. and Name No. d'identification et désignation	10. Quantity Quantité	11. Package No. No. de l'emballage	12. Undelivered balance Reste à livrer	13. Quantity received Quantité reçue

Continue list on separate pages if necessary
Continuer la liste sur des pages séparées
si nécessaire

Government certificate
(See overleaf)
Certificat officiel
(Voir au verso)

ANNEX B to
ANNEXE B au
STANAG 4107
(Edition 5)

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14. Delegator's Reference Référence du Mandant	Date
15. Government Quality Assurance Service (Delegatee) Service d'assurance officielle de la qualité (Mandataire)	<p>16. This is to certify that within the provisions of STANAG 4107 the supplies and (or) services identified above have been subject to Government Quality Assurance and are considered to comply with the provisions of the applicable contract.</p> <p>Il est certifié que, selon les dispositions du STANAG 4107, les fournitures ou services définis ci-dessus ont été soumis à l'assurance officielle de la qualité et sont réputés conformes aux spécifications du contrat.</p> <p>Date</p> <p>Signature</p> <p>Name (printed) Nom (en caractères d'imprimerie)</p>
17. REMARKS OBSERVATIONS	

N A T O S A N S C L A S S I F I C A T I O N

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C-1

ANNEX C to
ANNEXE C au
STANAG 4107
(Edition 5)

<u>QUALITY ASSURANCE ADVISORY REPORT</u> <u>STATEMENT OF UNSATISFACTORY CONDITIONS</u> <u>RAPPORT DE CONTROLE TECHNIQUE</u> <u>COMPTE RENDU DE DIFFICULTES D'EXECUTION</u>						
To (Delegator) Au (Mandant)	Contract issued by Contrat émis par					
Contract number Numéro du contrat	Supplier Fournisseur					
Request for Government Quality Assurance Demande d'assurance officielle de la qualité						
Delegator's reference Référence du mandant						
Date						
Pertinent contractual provision(s) (identify by article number if possible) Exigences contractuelles (à indiquer par le numéro de l'article si possible)						
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%; vertical-align: top; padding-right: 10px;">STATEMENT</td> <td>With reference to STANAG 4107, paragraph 9, following unsatisfactory condition(s) pertaining to Quality Assurance on the above contract is reported.</td> </tr> <tr> <td style="vertical-align: top; padding-right: 10px;">CONSTAT</td> <td>Par référence au paragraphe 9 du STANAG 4107, il est rendu compte ci-dessous des difficultés techniques de fabrication suivantes concernant le contrat susmentionné.</td> </tr> </table>			STATEMENT	With reference to STANAG 4107, paragraph 9, following unsatisfactory condition(s) pertaining to Quality Assurance on the above contract is reported.	CONSTAT	Par référence au paragraphe 9 du STANAG 4107, il est rendu compte ci-dessous des difficultés techniques de fabrication suivantes concernant le contrat susmentionné.
STATEMENT	With reference to STANAG 4107, paragraph 9, following unsatisfactory condition(s) pertaining to Quality Assurance on the above contract is reported.					
CONSTAT	Par référence au paragraphe 9 du STANAG 4107, il est rendu compte ci-dessous des difficultés techniques de fabrication suivantes concernant le contrat susmentionné.					
Issued by (Delegatee) Emis par (le mandataire)	Date	Signature, Name and Title Signature, nom et titre				

NATO APPLICATION TO QUALITY ASSURANCE AUTHORITY FOR DEVIATION/WAIVER		Contractor's Ref. No. : Sub-Contractor's Ref. No. :	
NOTES 1. The granting of this deviation/waiver is strictly limited to this specific application and is not to be regarded as a precedent. IT IS NOT AN AMENDMENT TO THE CONTRACT AND IS WITHOUT PREJUDICE TO ANY OF THE DEPARTMENT'S RIGHTS THEREUNDER. 2. If the application is prepared by a sub-contractor it must be signed and submitted by the contractor, unless otherwise agreed. 3. If any variation in cost due to the deviation/waiver is to be charged or credited to the Government, full allowance is to be made for the disposal of any scrap or redundant material.			
PART 1			
1. Contractor (Name and Address)		3. Sub-Contractor (Name and Address)	
2. Contract No.		4. Sub-Contract No.	
5. Description of Material or Component			
6. Specification/Drawing No., etc.		7. (a) Quantity/Period	(b) Batch/Lot No.
8. Description of Deviation/Waiver (including proposals for recovery) (Continue overleaf if necessary)			
9. Reference numbers of Deviation/Waiver previously granted (a) of a similar nature (b) for the quantity/period of item 7 above		10. Reason for Deviation/Waiver † To reduce production costs <input type="checkbox"/> Error in manufacturing/data <input type="checkbox"/> Material specified not available <input type="checkbox"/> Manufacturer's error <input type="checkbox"/> To accommodate local manufacturing methods <input type="checkbox"/> Any other reason : -	
11. Effect on Cost (see Note 3) Cost will be : - † Increased <input type="checkbox"/> decreased <input type="checkbox"/> unchanged <input type="checkbox"/> 12. If the deviation/waiver is granted, are any of the following adversely affected? (State "YES" "NO" or "N.K." (Not Known). If any answer is "YES" particulars are attached. Safety <input type="checkbox"/> Interchangeability <input type="checkbox"/> Strength <input type="checkbox"/> Maintenance <input type="checkbox"/> Life of Item <input type="checkbox"/> Functioning <input type="checkbox"/>			
13. Effect on agreed delivery date : - (a) if Deviation/Waiver granted		(b) if not granted	
14. Design approval where the contractor is the design authority, or has a delegated design authority. AGREED — * Conditions attached. Signature (Design Department) Date			
15. Submitted by : - Signature On behalf of Date Position held			

† Insert if applicable

* Delete as necessary

ANNEX D to
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8. Description of Deviation/Rever (Continued)

PART 2 TO BE COMPLETED BY THE QUALITY ASSURANCE AUTHORITY

1. QAR'S REMARKS AND OPINION ON MERIT OF APPLICATION
(including confirmation or amplification of the statements made in Part 1, Section 12.)

Ref.

Date

Signature

Title/
Rank

2. REFERENCE TO DESIGN AUTHORITY

(Unless all the answers to the questions in Part 1, Section 12, are in the negative, and are confirmed to be so in Part 2, Section 1, above, design approval must be obtained and the Design Authority's reference is to be quoted below : -)

3. DECISION

Date

Signature

Authority

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NATO SANS CLASSIFICATION

D-1(F)

ANNEXE D au
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DEMANDE OTAN DE DEVIATION OU DEROGATION AUPRES DES AUTORITES CHARGEES DE L'ASSURANCE DE LA QUALITE		N° de référence du contractant : N° de référence du sous-traitant :	
NOTES 1. L'acceptation de cette déviation ou dérogation est strictement limitée à cette demande et ne doit pas être considérée comme un précédent. CE N'EST PAS UN AMENDEMENT AU CONTRAT ET ELLE NE PORTE PREJUDICE A AUCUN DES DROITS DU SERVICE OFFICIEL CI-DESSOUS. 2. Si la demande est présentée par un sous-traitant, elle doit être signée et présentée par le contractant, sauf prescriptions contraires. 3. Si les services officiels doivent se voir imputer une variation des coûts due à cette dérogation ou à cet écart, ils doivent être pleinement autorisés à détruire tout matériel inutile ou rebuté.			
PREMIERE PARTIE			
1. Contractant (Nom et adresse)		3. Sous-traitant (Nom et adresse)	
2. N° du contrat		4. N° de la sous-commande	
5. Description du matériel, de l'élément ou du composant			
6. N° de la spécification, du plan etc.		7. (a) Quantité ou période (b) N° de série ou de lot	
8. Description de la déviation ou dérogation (y compris proposition de récupération)			
9. N° de référence des déviations ou dérogations précédemment accordées : (a) d'une manière similaire (b) pour la quantité ou la période indiquée à la rubrique 7		10. Motif de la déviation ou dérogation : Réduire les coûts de fabrication <input type="checkbox"/> [†] Erreur dans les données de fabrication <input type="checkbox"/> Indisponibilité du matériel <input type="checkbox"/> Expédition <input type="checkbox"/> Erreur du fabricant <input type="checkbox"/> Tenir compte de méthodes de fabrication locales <input type="checkbox"/> Autres raisons : <input type="checkbox"/>	
11. Incidence sur le coût (Voir note 3) Le coût sera : <input type="checkbox"/> augmenté <input type="checkbox"/> diminué <input type="checkbox"/> inchangé <input type="checkbox"/>		12. Si la déviation ou dérogation est accordée, y a-t-il une incidence défavorable sur les éléments suivants ? (OUI - NON ou ?) Si une réponse est OUI, des détails sont joints. Sécurité <input type="checkbox"/> Interchangeabilité <input type="checkbox"/> Résistance <input type="checkbox"/> Entretien <input type="checkbox"/> Durée de vie <input type="checkbox"/> Fonctionnement <input type="checkbox"/>	
13. Incidences sur la date de livraison convenue : (a) si la déviation ou dérogation est accordée		(b) si elle n'est pas accordée	
14. Approbation du Bureau d'Etudes lorsque le contractant est responsable de la conception ou a délégation de pouvoirs pour celle-ci. ACCEPTÉ - AUX CONDITIONS JOINTES* Signature (Bureau d'étude) Date			
15. Soumis par : Signature Pour le compte de Date Poste tenu			

[†] Indiquer la raison

* Réviser éventuellement

NATO SANS CLASSIFICATION

D-1(F)

ANNEXE Dau
STANAG 4107
(Edition 5)

D-2(F)

B. Description de la déviation ou dérogation (suite)

2ème PARTIE A REMPLIR PAR L'AUTORITE CHARGÉE DE L'ASSURANCE DE LA QUALITE

1. REMARQUES ET AVIS QUANT A LA JUSTIFICATION DE LA DEMANDE
(incluant confirmation ou explication des déclarations de la case 12)

Réf.

Date

Signature

Titre ou grade :

2. SOUMISSION A L'AUTORITE RESPONSABLE DE LA DEFINITION

(le moins que toutes les réponses aux questions de la case 12 soient négatives et que ceci soit confirmé dans la 2ème partie, case 1 ci-dessus) l'approbation par l'autorité responsable de la définition doit être obtenue et la référence de cette autorité indiquée ci-dessus

3. DECISION

Date

Signature

Autorité

E-1

ANNEX E to
STANAG 4107
(Edition 5)

NATIONAL QUALITY ASSURANCE AUTHORITIES

LISTE DES AUTORITES NATIONALES COMPETENTES EN MATIERE D'ASSURANCE DE LA QUALITE

(In case of doubt as to which Authority will deal with the request for Government Quality Assurance forward to "pilot" address).

(En cas de doute sur l'autorité nationale compétente pour la demande d'assurance de la qualité s'adresser à l'adresse "Pilote").

<u>BELGIUM</u>	<u>ARMY/TERRE</u>	Forces Armées
<u>BELGIQUE</u>	<u>Pilot Address</u>	Service Technique de la Force Terrestre
	<u>Adresse Pilote</u>	Centre de Quality Control et de Réception (STFT/CR) Quartier Reine Elisabeth Rue d'Evere B1140 Bruxelles
	<u>AIR FORCE</u>	Etat-Major de la Force Aérienne Service de Contrôle et de Réception Technique (SCRT) Quartier Reine Elisabeth Rue d'Evere B1140 Bruxelles
	<u>NAVY/MER</u>	Etat-Major de la Force Navale Sous-Section Technique (ZDT/REC) Quartier Reine Elisabeth Rue d'Evere B1140 Bruxelles
<u>CANADA</u>	<u>ARMY/TERRE</u>	National Defence Headquarters
	<u>AIR FORCE</u>	Ottawa, Ontario
	<u>NAVY/MER</u>	K1A OK2 Attention: Director General Quality Assurance
<u>DENMARK</u>	<u>ARMY</u>	Haerens Materielkommando Arsenalvej 55 DK 9800 Hjoerring
<u>DANEMARK</u>	<u>NAVY</u>	So/vaernets Materielkommando Holmen DK 1433 Copenhagen K
	<u>AIR</u>	Flyvematerielkommandoen Postboks 130 DK 3510 Fly-Vaerlo/se

N A T O U N C L A S S I F I E D

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ANNEX E to
STANAG 4107
(Edition 5)FRANCEARMY/TERRE
AIR FORCE
NAVY/MERM. le Directeur du Service de la Surveillance
Industrielle de l'Armement (SIAR)
10 rue Sextius Michel
75732 Paris Cedex 15FEDERAL REPUBLIC
OF GERMANY
REPUBLIQUE FEDERALE
D'ALLEMAGNEARMY/TERRE
AIR FORCE
NAVY/MERBundesamt fuer Wehrtechnik und Beschaffung
Abteilung GP
Postfach 7360
D-5400 KoblenzGREECE
GRECEMinistry of National Defence
Defence Industry Department
Quality Assurance Directorate
Holargos
AthensITALY
ITALIEARMY/TERRETERRARMINUNI
Ministero Difesa
Direzione Generale delle Armi, delle
Munizione e degli Armamenti Terrestri
Palazzo Esercito
Via XX Settembre
RomeNAVY/MERNAVALCOSTARMI
Ministero Difesa
Direzione Generale delle Costruzioni
delle Armi e degli Armamenti Navali
Palazzo Marina
Lungotevere delle Navi
RomeAIR FORCECOSTARMAEREO
Ministero Difesa
Direzione Generale delle Costruzioni
delle Armi e degli Armamenti Aeronautici
Palazzo Aeronautica
Viale Universita
RomeINTERSERVICEGround Telecommu-
nication Equipment
Materiel de
Telesol
Board Equipment
excluded/
Equipements de
bord exclusTELECOMDIFEMinistero Difesa
Direzione Generale degli Impianti e dei
Mezzi per l'Assistenza al Volo per la
Difesa Aerea e per la Telecomunicazioni
Palazzo Aeronautica
Viale Universita
RomeN A T O S A N S C L A S S I F I C A T I O N

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ANNEX E to
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ITALY
ITALIE

INTERSERVICE
Motor Vehicles and
relevant materiel/
Véhicules et
matériels
associés

MOTORDIFE
Ministero Difesa
Direzione Generale della Motorizzazione
e dei Combustibili
Via Marsale no. 102
Rome

INTERSERVICE
Infrastructure
equipment and
installations/
Equipement d'infra-
structure et
installations

GENIODIFE
Ministero Difesa
Direzione Generale dei Lavori del D e
dei materiali del Genio
Palazzo Marina
Lungotevere della Navi
Rome

Pilot Address
Adresse Pilote

Ministero della Difesa
Ufficio Centrale
Allestimenti Militari
Via XX Settembre 123
Rome

LUXEMBOURG

Commandement de
1' Armée luxembourgeoise
5 rue Auguste Lumière
1018 Luxembourg

NETHERLANDS
PAYS-BAS

ARMY/TERRE

Ministerie van Defensie
Directie Materieel KL
Stafsectie Kwaliteitszorg
Postbus 90701
2509 LS 's Gravenhage

AIR FORCE

Ministerie van Defensie
Directie Materieel KL u
Stafgroep Kwaliteitszorg
Postbus 20703
2500 ES 's Gravenhage

NAVY/MER

Ministerie van Defensie
Directie Materieel KM
Stafsectie Kwaliteitszorg
Postbus 20702
2500 ES 's Gravenhage

PILOT ADDRESS
ADRESSE PILOTE

Ministerie van Defensie
Directoraat-Generaal Materieel
Afdeling Standaardisatie en
Kwaliteitszorg
Postbus 20701
2500 ES 's Gravenhage

Encl 1, DLAR 8000.8

AR 715-23

SECNAVINST 4355.21

AFR 400.22, DCAAR 5030.15

N A T O U N C L A S S I F I E D

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ANNEX E to
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NORWAY
NORVEGE

Forsvarets felles Materielltjeneste
Oslo Mil/Loren
00180 Oslo 1

PORTUGAL

ARMY/TERRE

Inspecção de Material e Fabricas
Direcção do Serviço de Material
Avenida Infante Santo 49
1300 Lisboa

AIR FORCE

Comando Logistico e Administrativo
Direcção de Electrotenica
ALFRAGIDE - 2700 AMADORA

Comando Logistico e Administrativo
Direcção de mecanica e Aeronautica
ALFRAGIDE - 2700 AMADORA

NAVY/MER

Gabinete de Estudos
Direcção Geral do Material Naval
Departamento Marinha
Praça do Comercio
1188 Lisboa Codex

Direcção de Infra-Estruturas Navais
Departamento Marinha
Praça do Comercio
1188 Lisboa Codex

SPAIN
ESPAGNE

Dirección General de Armamento y Material
Subdirección General de Industrias
de la Defensa
Paseo de la Castellana 109
28046 - Madrid

TURKEY
TURQUIE

Disisleri Bakanligi
Atlantik Andlasmasi
Merkez heyeti Baskanligina
Ankara

UNITED
KINGDOM
ROYAUME-UNI

ALL ITEMS

Directorate General of Defence
Quality Assurance
QA/FP)Za
AQUILA
Golf Road
Bromley
Kent BR1 ZJB

N A T O S A N S C L A S S I F I C A T I O N

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ANNEX E to
STANAG 4107
(Edition 5)

UNITED STATES
ETATS-UNIS

ARMY/NAVY/AIR
TERRE/MER/AIR(1)

Department of Defence
Central Control Point
Defence Contract Administration
Services Region (DCASR)
201 Varick Street
New York 10014

NOTE/NOTE

- (1) When a specific agreement exists between a foreign government and a US Military Department for contract administration services on items procured in the US, requests for quality assurance should be routed as directed by the Military Department concerned or by the agreement with the Military Department.
- (1) Lorsqu'un accord particulier a été conclu entre un gouvernement étranger et un Département Militaire des Etats-Unis relatif à des contrats portant sur des services d'administration du marché pour des articles achetés aux Etats-Unis, les demandes d'assurance de la qualité devraient être adressées conformément aux instructions du Département intéressé ou conformément aux indications à ce sujet figurant dans l'Accord en question.

PROCEDURAL DETAILS ESSENTIAL TO THE UTILIZATION
OF STANAG 4107

Appendix: Reimbursement Agreement Form

INTRODUCTION

1. The purpose of this Annex is to provide the users of STANAG 4107 with information, additional to that contained in the body of the STANAG, essential to the arrangement of Government Quality Assurance Services.

Note: The references adjacent to the headings in this Annex refer to relevant paragraphs and annexes of the STANAG.

PRECEDENCE OF PROCEDURES

2. In the event of conflict between the content of this ANNEX and the procedures contained in bilateral or multilateral agreements existing between NATO countries or between NATO countries and NATO organizations, the content of these latter documents shall take precedence.

NUMBER OF COPIES OF THE REQUEST FORM (paragraph 5.a. and Annex A)

3. Five copies of a completed Request for Quality Assurance form (Annex A) are to be forwarded to the Delegatee(1). One of these copies either accepting or refusing the request, will be returned by the Delegatee to the Delegator.

TECHNICAL COMMUNICATIONS (paragraph 5.b)

4. If the Delegator desires that technical communication regarding the work be addressed to other than the address given in block 1 of the form, the address to which such communications should be addressed shall be so noted in block 10.

NUMBER OF COPIES OF ORDER (paragraph 5.c)

5. The normal number of copies of the applicable order and changes or amendments thereto, required by nations is as follows:

Belgium	2
Canada	2
Denmark	2
France	4
Germany	2
Greece	4
Italy	4
Netherlands	3

(1) In the case of the US being the Delegatee, the two copies of Reimbursement Agreement Form (see Appendix 1)

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Norway	2
Portugal	3
Spain	4
Turkey	3
United Kingdom	2
United States	4

NUMBER OF COPIES OF TECHNICAL DATA (paragraph 5.c)

6. The normal number of copies of the applicable Delegator's national technical data and changes or amendments thereto which are required by supplier nations is as follows:

Belgium	2
Canada	2
Denmark	2
France	4
Germany	2
Greece	4
Italy	4
Netherlands	3
Norway	2
Spain	4
Portugal	3
Turkey	3
United Kingdom	2
United States	4

If, in lieu of providing separate technical data for use by the Delegatee, data in the possession of the supplier is to be used for quality assurance purposes, then the Delegator is responsible to ensure that a clause appears in the order that stipulates the Delegatee's rights to the access and use of such data.

QUALITY ASSURANCE CLAUSES (paragraph 7)

7. The Delegator will ensure that a quality assurance clause will be included in the order. For the sake of standardization the following NATO Quality Assurance Clause is recommended for insertion in the orders:

"All requirements of this order are subject to Government Quality Assurance to the satisfaction of (insert name of Purchaser's Government Quality Assurance Authority) or its authorized representative with whom arrangements for quality assurance services must be made."

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ANNEX F to
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NOTIFICATION OF UNSATISFACTORY CONDITIONS (paragraph 9 and Annex C)

8. The Delegatee shall distribute copies of any Quality Assurance Advisory Reports (Annex C) created as a result of unsatisfactory conditions as follows:

- a. 1 copy to the address of the Delegator (block 1)
- b. 1 copy to the address of the office receiving Technical Communications (if specified in block 10 of the Request for Quality Assurance).

CERTIFICATION OF CONFORMITY (paragraph 10 and Annex B)

9. The Delegator is responsible to specify in his Request for Quality Assurance the desired number of copies of the Certificate of Conformity (Annex B) and their distribution. If the distribution of the Certificate of Conformity is to include a copy that accompanies the shipment, the requirement should be stated in the contract or order as well as in the "Request for Quality Assurance" form.

SPECIAL SERVICES

10. Should the Delegator desire the Delegatee's participation in contractual procedures such as applications for Design Changes or Waivers, Certification of Progress Payments, etc., the desired involvement and the Delegatee's rôle should be clearly specified in block 10 of the Request for Quality Assurance.

The Delegatee may refuse to provide such services if he considers them to be outside his normal quality assurance activities.

CHARGES (paragraph 15 and reservations thereto)

11. If a Delegatee requires that the Delegator pay for the services rendered, the Delegatee should include in the acceptance of the Request for Quality Assurance, details or information as to the amount of charges, methods of billing, etc.

URGENCY OF COMMUNICATION (paragraph 14)

12. Delegators and Delegatees are reminded of the need for speedy action when arranging or replying to Requests for Quality Assurance and for any subsequent correspondence.

All communications should be despatched by the most expeditious means practicable. Air mail should be used for all overseas communications.

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APPENDIX 1 to
ANNEX F to
STANAG 4107
APPENDICE 1 à
L'ANNEXE F au
STANAG 4107
(Edition 5)

REIMBURSEMENT AGREEMENT	1. DELEGATOR'S REFERENCE OR SERIAL NUMBER	
<u>INSTRUCTIONS.</u> Complete this form in duplicate and submit with the NATO "Request for Quality Assurance" document so that DCASR New York can arrange the services	2. REQUEST CONTROL NUMBER (For DCASR New York Use Only)	
<div>3. OVERTIME</div> <div> <div>AUTHORIZED</div> <div>NOT AUTHORIZED</div> </div>		
<div>4.</div> <div>I am duly authorized representative of</div> <div> <div></div> <div>NAME OF GOVERNMENT OR INTERNATIONAL ORGANIZATION</div> </div> <div>and hereby authorize performance of the work requested and accept the condition that the United States will charge for services rendered at the standard Department of Defence rate in effect when the work is performed, notwithstanding estimated costs.</div>		
a. TYPED NAME AND TITLE	b. SIGNATURE	c. DATE

RATIFICATION AND IMPLEMENTATION DETAILS
STADE DE RATIFICATION ET DE MISE EN APPLICATION

N A T I O N	NATIONAL RATIFICATION REFERENCE DE LA RATIFICATION NATIONALE	NATIONAL IMPLEMENTING DOCUMENT NATIONAL DE MISE EN APPLICATION	IMPLEMENTATION/MISE EN APPLICATION					
			FORECAST DATE DATE PREVUE			ACTUAL DATE DATE REELLE		
			NAVY MER	ARMY TERRE	AIR	NAVY MER	ARMY TERRE	AIR
BE								
CA	2441-4107(DQAP) of/du 16.12.85	ALM-193-001/ AG-001					7.86	
DA	M.204.69-S. 4107-MAS- 01027 of/du 13.1.86	FKO BST M.231-1				9.86	9.86	9.86
FR								
GE	BMVg Fu S IV 1 A3 03- 51-60 of/du 16.1.86		10.86	10.86	10.86			
GR								
IT	421/80660/AC/250 of/du 18.4.86							
LU								
NL	M86/0250/3807 of/du 27.3.86		8.86	8.86	8.86			
NO	801/86/B/FFMT 2 ktr/jsp/ GL/204.01 of/du 30.1.86	No Defence Acq Reg.				4.86	4.86	4.86
PO	RRN 025/86-DNA of/du 28.2.86		9.86	9.86	9.86			
SP	NORCAT/004/85 of/du 8.10.85			6.86	6.86			
TU								
UK	D/Dstan/341/8/4107 of/du 10.12.85	Def. Std. 05-3	12.86	12.86	12.86			
US*	HQ/USAF/XOXX(150)Ltr. of/du 5.5.86	Def. Fed.Acq.Reg. suppl.para 46-406				6.86	6.86	6.86

*See reservation overleaf/
Voir réserve au verso

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RESERVATIONS/RESERVES

UNITED STATES
ETATS-UNIS

When STANAG 4107 is utilized by agencies of the United States Department of Defence, the first sentence of paragraph 15(a) will not apply. The US Government Quality Assurance will be performed without charge only when a written agreement, providing for mutual Quality Assurance services without charge, has been negotiated between the US and the NATO Country requesting the services. In addition, the US Government Quality Assurance services will be performed without charge pursuant to the NATO infrastructure program when the US have been party to a specific applicable agreement providing for these services without charge.

Lorsque le STANAG 4107 est utilisé par des agences du Département de la défense des Etats-Unis, la première phrase du paragraphe 15(a) ne s'applique pas. L'assurance officielle de la qualité n'est effectuée gratuitement par les Etats-Unis que sur accord écrit stipulant que la gratuité des services mutuels d'assurance de la qualité a été négociée entre les Etats-Unis et le pays de l'OTAN qui demande les services. En outre, les services d'assurance officielle de la qualité sont fournis gratuitement par les Etats-Unis au titre du programme d'infrastructure de l'OTAN lorsque les Etats-Unis ont signé un accord particulier ad hoc prévoyant la gratuité de ces services.

NATO ALLIED QUALITY ASSURANCE PUBLICATIONS (AQAPs)

<u>AQAP Number</u>	<u>Publication Title</u>	<u>Type</u>	<u>Similar U. S. Document</u>
AQAP-1	NATO Quality Control System Requirements for Industry	Contractual	MIL-Q-9858A
AQAP-2	Guide for the Evaluation of a Contractor's Quality Control System for Compliance with AQAP-1	Guidance	MIL-HDBK-50
AQAP-3	List of Sampling Schemes used in NATO countries	Information	None
AQAP-4	NATO Inspection System Requirements for Industry	Contractual	MIL-I-45208A
AQAP-5	Guide for the Evaluation of a Contractor's Inspection System for Compliance with AQAP-4	Guidance	MIL-HDBK-51
AQAP-6	NATO Measurement & Calibration System Requirements for Industry	Contractual	MIL-STD-45662A
AQAP-7	Guide for the Evaluation of a Contractor's Calibration & Measurement System for Compliance with AQAP-6	Guidance	MIL-HDBK-52
AQAP-8	NATO Guide to the Preparation of Specification for the Procurement of Defense Materiel	Guidance	MIL-STD-961 & MIL-STD-962
AQAP-9	NATO Basic Inspection Requirements for Industry	Contractual	STD Inspection Clause

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 DCAAR 5030.15

<u>AQAP Number</u>	<u>Publication Title</u>	<u>Type</u>	<u>Similar U. S. Document</u>
AQAP-10	NATO Requirements for a Government Quality Assurance Programme	Guidance	DLAM 8200.1/AR 702-4/ SECNAVINST 4355.16/ AFR 74-15/MCO P4855.4A
AQAP-11	NATO Guidance for the Specification of Technical Publications	Guidance	None
AQAP-13	NATO Software Quality Control System Requirements	Contractual	MIL-S-52779
AQAP-14	Guide for the Evaluation of a Contractors Software Quality Control System for Compliance with AQAP-13	Guidance	MIL-HDBK-334
AQAP-15	Glossary of Terms Used in QA STANAGs and AQAPs	Information	MIL-STD-109B

Encl 3
DLAR 8000.8
AR 715-23
SECNAVINST 4355.21
AFR 400.22
DCAAR 5030.15

REPORT FORMAT

COUNTRY: (Identify)

Quality
Assurance

Contract
Administration

1. No. of Requests for
CAS received.
2. No. of Requests
accepted.
3. No. of Requests
performed on a
nonreimbursable basis.
4. No. of Requests
performed on a
reimbursable basis.